

## **STATE OF MAINE SELF INSURANCE FUND**

**POLICY #: IMF13/524**

**RENEWAL OF: IMF12/524**

**POLICY TERM: October 13, 2012 to October 13, 2013**

**INCEPTION: 12:01 A.M.**

**NAMED INSURED: Department of Conservation (DOC)**

**ADDITIONAL INSUREDS: ATV (all-terrain vehicle) associations, organizations or individuals who (A) own, maintain, occupy or lease property on which DOC has approved ATV trails and (B) have signed an approved DOC agreement for the ATV Trails Program.**

**LIMIT OF LIABILITY: \$400,000 per occurrence, unless otherwise approved by contract in which case the limit of liability per occurrence is \$500,000, inclusive of defense costs.**

**DEDUCTIBLE: \$1000 per occurrence.**

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### **COVERED LOCATIONS AND/OR ACTIVITIES**

Recreational activities conducted out of doors, including, but not limited to hunting, fishing, trapping, camping, hiking, bicycling, sightseeing, operating ATV and snow traveling vehicles, or skiing occurring on ATV trails which at the time of the occurrence were approved and recorded by the named insured, DOC, as part of the ATV Trails Program.

**COVERAGE:** This program of insurance provides for the defense and or indemnification of third party liability claims that may arise from recreational activities, which the above insureds may be engaged in. This program of insurance does not waive or abrogate any immunities that may exist or expand any liability that may exist under common law, case law, title 14 of the Maine Revised Statutes Annotated (MRSA) section 159-A or the Maine Tort Claims Act title 14 MRSA chapter 741.

**EXCESS INSURANCE:** This program of insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. When this insurance is excess, we will have no duty to defend any claim or suit that any other insurer has the duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of: (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and (2) The total of all deductible and self-insured amounts under all that other insurance.

### **CONDITIONS**

- 1) This insurance coverage does not expand the limits of liability or abrogate the immunities contained in Maine laws, any other State laws or Federal laws.
- 2) When an occurrence which would reasonably be construed to give rise to a claim under this program becomes known to an insured under this program, said insured will submit a written report of the occurrence to Risk Management Division within 10 working days or Risk Management Division will reserve their rights to defend or indemnify the insured.

- 3) No Insured shall, except at his own expense, voluntarily make payment, assume any obligation, or incur any expense. Except for First Aid without the consent of Risk Management Division.

#### EXCLUSIONS

- 1) Motorized equipment including but not limited to motor vehicles, motorized trail grooming devices, special mobile equipment, trailers, and ATVs are excluded from coverage under this policy.
- 2) Willful or malicious failure by any insured to guard or to warn against a dangerous condition, use, structure or activity.
- 3) Any injury suffered in any case where permission to pursue any recreational or harvesting activities was granted for a consideration other than the consideration, if any, paid to the following:
  - A. The landowner or the landowner's agent by the State; or
  - B. The landowner or the landowner's agent for use of the premises on which the injury was suffered. Provided that the premises are not used primarily for commercial recreational purposes and that the user has not been granted the exclusive right to make use of the premises for recreational activities; or
- 4) Any injury caused by acts of persons to whom permission to pursue any recreational or harvesting activities was granted, to other persons to whom the person granting permission, or the owner, lessee, manager or occupant of the premises, owed a duty to keep the premises safe or to warn of danger.

#### SUBROGATION

If the Insured Entity or the Insured Person has rights to recover all or part of any payment we have made under this insurance program, those rights are transferred to us. The Insured Entity or Insured Person must do nothing after loss to impair them. At our request, the Insured Entity or Insured Person will bring suit or transfer those rights to us and help us enforce them.

#### COOPERATION

Any person seeking defense and indemnification under this program of insurance agrees to fully cooperate with Risk Management Division.

The State of Maine, Department of Administrative and Financial Services, Bureau of General Services, Risk Management Division reserves the right to modify all or any part of this program (including the coverage provided) or to cancel this program at any time in writing to the Named Insured, Department of Conservation (DOC).



David A. Filts, Director  
Risk Management Division

Any questions on coverage, conditions, or exclusions should be sent to the Risk Management Division in writing (85 State House Station, Augusta, Maine 04333). Telephone number is 1-800-525-1252.